

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this the 14th day of December, 2017, between the Genesee County Road Commission, hereinafter "Commission" and Mrs. Donna Poplar, hereinafter Mrs. Poplar. This Agreement shall supersede and render null and void any previous agreements between the parties. The parties hereby agree to the following terms and conditions:

1. Mrs. Poplar shall be employed in an initial capacity as the Road Commission's Director of Human Resources & Administrative Services and Facilities. Mrs. Poplar shall work under the direction of, and report to, the Commissions' Manager-Director. Mrs. Poplar may be reassigned at any time by the Commission's Manager-Director. However, Mrs. Poplar's salary shall not be reduced as a result of any such reassignment. For all services performed for the Road Commission, Mrs. Poplar shall be paid an annual salary of \$94,924.96. Mrs. Poplar's salary will be payable at the same payroll schedule as for other employees of the Road Commission. Mrs. Poplar's salary rate for future years of employment will be considered in conjunction with annual performance reviews by the Commissions' Manager-Director and based on the Non-Union Classification Wage Scale.
2. The Agreement shall commence on December 15, 2017 and shall terminate at 11:59 p.m. on December 31, 2021, unless terminated earlier by the Manager-Director pursuant to the provisions of Paragraphs 4 or 5. This Agreement shall be extended on a yearly basis unless the Commissions' Manager/Director gives written notice to Mrs. Poplar of its desire not to extend the Agreement. Such written notice shall be given by the Commissions' Manager- Director no later than October 1st of each year.
3. The Commissions' Manager Director will establish annual performance goals and objectives. Pay increases during Mrs. Poplar's tenure with the Road Commission will be based upon formal performance reviews as conducted by the Commissions' Manager-Director.
4. The Commissions' Manager Director may terminate this Agreement and Mrs. Poplar's employment with the Road Commission at any time for just cause. The Commissions' Manager Director shall not terminate Mrs. Poplar for just cause unless she shall first be provided with written notice of the reasons for her proposed termination, and an opportunity for a hearing before the Board of Road Commissioners. Just cause shall include, but not be limited to, any act or omission by Mrs. Poplar which constitutes willful malfeasance, gross negligence, dishonesty, insubordination, found guilty of

criminal felony activity, failure to adequately perform job responsibilities, or any breach of this Employment Agreement. In the event of a termination for just cause, all salary and employment benefits shall end with the effective date of Mrs. Poplar's termination. Mrs. Poplar may voluntarily resign from her position and employment with the Road Commission at any time during the term of this Agreement. In the event he elects to so resign, she agrees to provide the Manager-Director at least sixty (60) days advance written notice.

5. In the event Mrs. Poplar is laid off pursuant to a reduction in force, restructuring, job elimination, or is terminated for no reason, or for any reason other than just cause, he shall receive a severance payment equal to one (1) year's salary.
6. In the event of separation either of voluntary or non-voluntary nature, the Commission will pay Mrs. Poplar the value of accrued vacation leave according to the provisions of the Genesee County Road Commission personnel policy and the value of PDO (Paid Day Off) calculated according to the Commissions policy.
7. The Commission will pay annual contributions on Mrs. Poplar's behalf into the Genesee County Retirement System account, a defined benefits plan provided to Road Commission employees. This will be in addition to the Commission's regular contributions to Social Security.
8. The Commission will provide Mrs. Poplar with paid family coverage for health insurance, dental, optical, life insurance and short term disability benefits in terms and amounts provided other non-union employees of the Commission.
9. The Commission will provide vacation, paid holiday and PDO (Paid Day Off) in amounts and according to the provisions applicable to other non-union employees of the Road Commission.
10. The Commission will indemnify and hold harmless Mrs. Poplar from liability for any claims or demands arising out of an act or omission occurring in the performance of her duties except as to those acts or omissions deemed to constitute gross negligence, deliberate misconduct, intentional discrimination or criminal acts.
11. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the

labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the cost of such respective representation.

12. This Employment Agreement is binding upon the Road Commission, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be signed and executed the day and year first written above.


John H. Daly, III, Manager/Director

Dated: 12-15-17


Employee

Dated: 12-15-17